AT&T Corp. *and* Communications Workers of America, Local 1110, AFL–CIO. Case 2–CA–29133

November 8, 1997

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS FOX AND HIGGINS

On July 16, 1997, Administrative Law Judge Michael A. Marcionese issued the attached decision. The Respondent filed exceptions and a supporting brief, and the Charging Party filed a brief opposing the Respondent's exceptions.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs, and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

In adopting the judge's conclusions, we note that *NLRB v. Postal Service*, 8 F.3d 832 (D.C. Cir. 1993), does not require a different result.[2] In that case, unlike here, there was no past practice, and the unilateral employer action was privileged by the management-rights clause of the contract. Here, there was a long observed past practice of the Respondent's providing paycheck-cashing services, and permitting the employees to cash their checks during working time. The Respondent unilaterally ended those practices.

The Respondent contends, inter alia, that the parties have contractually agreed to an exclusive means for terminating local practices, and that the issue here is thus covered by the contract. It submits that the parties' letter of understanding on local agreements applies here. But, it is clear, as the judge concluded, that the Respondent did not follow its procedures prior to ending the paycheck-cashing service during working time. That is, the Respondent did not give the required 45-day written notice, which notice would have given the Union the opportunity to ''initiate negotiations.'' Thus, the local agreement provision does not (either through a ''waiver'' analysis or a ''contract coverage'' analysis) privilege the Respondent's conduct. Therefore, our decision is consistent with *NLRB v. Postal Service*.[3]

We also reject the Respondent's defense that it was privileged to end its paycheck-cashing service because the State of New York repealed its law requiring some accommodation for employees to be paid in cash. The repeal of the law did not mean that the Respondent was required to end its practice. The issue of whether it would or would not end the practice should have been resolved in bargaining.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, AT&T Corp., New York, New York, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] On review of the record, we agree with the Respondent that the evidence does not support the judge's finding that Union Vice President John Feaster made an implied request to bargain when he inquired of the Respondent's officials concerning the extent of the pending unilateral termination of the parties' paycheck-cashing practice. However, we agree with the judge that the same factual scenario, especially the Respondent's negative reply to Feaster, supports the judge's additional finding that the announced unilateral change was a fait accompli, and thus any bargaining request by the Union would have been futile.

Chairman Gould finds it unnecessary to pass on the judge's finding that Feaster made an implied request to bargain when he inquired of the Respondent's officials concerning the pending change in the parties' paycheck-cashing practice and whether employees would be receiving additional time to cash their checks. However, he agrees with the judge and his colleagues that this incident, especially the Respondent's negative reply to Feaster, supports the finding that the announced unilateral change was a fait accompli.

[2] In Chairman Gould's view, *NLRB v. Postal Service* has no application here. He expresses no view with respect to the correctness of the court's analysis in that case.

[3] Member Higgins also relies on his concurring opinion in *Burns International Security Services*, 324 NLRB 485 (1997).

Judith J. Chang, Esq., for the General Counsel.
James D. Cutlip, Esq., for the Respondent.
Kent Y. Hirozawa, Esq., for the Charging Party.

DECISION

STATEMENT OF THE CASE

MICHAEL A. MARCIONESE, Administrative Law Judge. This case was tried in New York, New York, on May 19, 1997. The Charging Party (Local 1110) filed the charge on February 15, 1996, and the complaint was issued December 17, 1996.

The complaint alleges that the Respondent violated Section 8(a)(5) and (1) of the Act, on or about October 20, 1995, by unilaterally discontinuing its practices of providing employees with check-cashing services and the opportunity to cash their paychecks on working time. The Respondent, in its answer, denied these allegations but admitted that it provided check-cashing services to employees in the State of New York in compliance with the laws of New York State.

At the hearing, the parties stipulated that the Communications Workers of America (CWA), rather than the Charging Party, was the 9(a) representative of the Respondent's employees involved in this proceeding and the signatory to the collective-bargaining agreement. Based on this stipulation, the Respondent moved to dismiss the complaint on the ground that the Board lacked jurisdiction to hear the complaint because the proper party (CWA) had not filed the underlying charge within 6 months of the alleged unfair labor practice. I denied the motion at the hearing and the Respondent has renewed its motion in its posthearing brief. The Act does not require that an unfair labor practice charge be filed only by the certified or recognized bargaining representative.

The Respondent conceded at the hearing that anyone can file a charge with the Board in order to initiate an investigation. Contrary to the Respondent's assertion on brief, the amendment of the complaint's paragraphs regarding recognition, the appropriate unit and 9(a) status did not substitute CWA for the Charging Party nor change the filing date of the underlying charge. Moreover, the evidence adduced at the hearing establishes that the Charging Party has been explicitly delegated, through the collective-bargaining agreement, the authority to represent unit employees on the local level. Accordingly, I affirm my earlier ruling denying the Respondent's motion to dismiss.

On the entire record,[1] including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel, the Respondent, and the Charging Party, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a New York corporation, provides interstate telephone communications and other products and services to individuals and commercial customers at various locations, including the facilities located at 32 Avenue of the Americas (Sixth Avenue) and 33 Thomas Street in New York, New York, and at 1444 Jericho Turnpike, in Huntington, New York, that are involved in the instant case. The Respondent annually derives gross revenues valued in excess of $100,000 and purchases and receives at its New York facilities goods and services valued in excess of $50,000 directly from suppliers located outside New York State. The Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Charging Party Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

The Respondent has recognized CWA as the exclusive collective-bargaining representative of various units of its employees on a nationwide basis for many years. The current collective-bargaining agreement between the Respondent and CWA is effective May 28, 1995, through May 30, 1998, and covers, inter alia, the telephone operators, teleconference specialists, and account representatives employed at the three facilities involved here. Employees at those facilities are represented on the local level by the Charging Party, Local 1110.

There is no dispute that, for many years, the Respondent provided check-cashing services for its employees. These services were provided in order to comply with a New York state law, i.e., Section 192 of the New York State labor law, which provided in pertinent part:

> The wages of an employee shall be paid in cash; provided, however that the commissioner may permit an employer to pay wages of an employee by check if the employer furnishes satisfactory proof to the Commissioner of his financial responsibility and gives reasonable assurance that such checks may be cashed by the employees without difficulty and for the full amount for which they are drawn.

This law was repealed effective July 1, 1994.

Guidelines issued by the state labor department while the law was in effect indicate that it was the employer's responsibility to provide a check-cashing arrangement under which workers may cash their checks without ''difficulty.'' While these guidelines contain examples of situations in which the commissioner would find that ''difficulty'' exists, they explicitly do not cover all situations that might arise. According to the guidelines, the labor department applied the principle ''that when an employee is paid wages by check, the employee should remain in substantially as good position as though receiving wages in cash.''

The Respondent incorporated verbatim into its labor relations manual the labor department's guidelines, including the specific examples of situations which would cause ''difficulty'' for employees. These guidelines, which essentially became the Respondent's personnel policy, provide, inter alia, that an employee shall not be obliged to incur carfare in order to get to a check-cashing facility or to pay a fee to a check cashier; that an employee shall not be obliged to lose a substantial amount of uncompensated time, i.e., 15 minutes or more, in order to cash the paycheck; and that a check-cashing arrangement may not interfere with an employee's meal period to the extent it decreases the meal period to less than 30 minutes. Alexis Lynch, the Respondent's labor relations manager with jurisdiction over the employees involved here, testified that the Respondent had provided check-cashing services pursuant to the law's requirements at least as long as she had been a manager, i.e., 9 years. The page from the labor relations manual setting forth this policy is dated December 1982.

The General Counsel offered the testimony of two witnesses with personal knowledge to establish how this policy was applied in practice. Yvonne Carter, now a business agent with the Charging Party and previously an operator at the 33 Thomas Street facility, testified that on Friday mornings after payday a private contractor would come to the facility to cash employees' paychecks. Either the in-charge employee or a manager would make an announcement that check-cashing services were available and employees wishing to utilize this service would leave their work station a few at a time and go to a designated location at the facility, endorse their paycheck over to the contractor, and receive cash. If an employee was not going to be at work on the day the contractor was coming, he or she could sign their check and leave it with the in-charge employee who would cash the check for the employee.[2] Carter testified that on occasions when she was at the 32 Avenue of the Americas facility to engage in union business, she was able to cash her paycheck at a

[1] The court reporter has mistakenly indicated in the transcript that the R. Exhs. 3 and 4 were received into evidence. Although these exhibits were marked for identification and shown to a witness, they were never offered into evidence. Moreover, these exhibits were never properly authenticated by the witness nor was there a stipulation as to their authenticity. Accordingly, the record will be corrected to strike the R. Exhs. 3 and 4.

[2] An ''in-charge'' is a unit employee who is vested with some unidentified additional responsibilities, apparently to assist the supervisor or manager.

Chemical Bank branch located on the 13th Floor. She testified that she saw other unit employees cashing their paychecks in the same manner. Gail Fletcher, an employee of the Respondent who has worked as an operator and teleconference specialist at the Huntington facility since 1986, testified that the Respondent also utilized a private contractor to provide check-cashing services to employees at that facility. There was a difference in how these services were used by operators and teleconference specialists. As at Thomas Street, an announcement was made when the contractor arrived. An operator wishing to use the service would put up a green ''run out'' sign, indicating he or she wanted to take a break to cash their paycheck. The in-charge employee would then release two or three operators at a time to cash their checks. The practice for teleconference specialists differed in that the specialists who wished to use the check-cashing service would endorse their check, put it in an envelope, and sign a log book and leave the envelope with one employee designated to cash the checks. That employee would then go to the check-cashing contractor, cash everyone's checks, and return the envelopes with the cash in them to the individual employees.

According to Local 1110 President Gladys Finnegan-Einterz, she first became aware of a change in check-cashing services in September 1995,[3] through a telephone call from the union steward at the Huntington facility who told her that unit employees there were told that check-cashing services were being discontinued. Similar reports were received around the same time by Local 1110's vice president, John Feaster, and business agent Carter from employees and union stewards at Thomas Street. Feaster confirmed through telephone conversations with Barbara Meisel, a second-level manager at that facility and an admitted supervisor, and Alexis Lynch, that these reports were true. Feaster testified that Meisel told him the reason for the change was budgetary. Feaster questioned Meisel why the Union had not been notified of this change and asked both Meisel and Lynch if the Respondent would provide employees with additional time to cash their paychecks and both said no.[4] Carter spoke to another manager at the Thomas Street facility, Gloria Cochran, on two occasions about the reports she had received. Cochran told Carter she was not aware that check-cashing services were being discontinued.

Finnegan-Einterz, Feaster, and Carter all testified that they received no notice from the Respondent that check-cashing services were being discontinued before receiving these reports from employees and stewards. On receiving these reports, Local 1110's officers communicated with International Union representatives to determine whether any notification had been sent by the Respondent to the International regarding this change. Finnegan-Einterz and Feaster testified that various CWA officers told them that they had received no notice from the Respondent. None of these CWA officials testified. The Respondent, however, offered no testimony or evidence to show that any formal notice was in fact given, either to CWA or Local 1110.[5]

The complaint alleges and Carter testified that check-cashing services were not discontinued until October 20. None of the Union's officials who testified made any formal demand to bargain about the discontinuance of check-cashing services after learning of the Respondent's intentions. Local 1110 did file a grievance which was processed through the third step of the grievance procedure but was not arbitrated. According to Local 1110's witnesses, the grievance was not arbitrated because the check-cashing services were not part of the collective-bargaining agreement.[6]

The parties apparently agree that a letter of understanding agreed to in 1992 local bargaining between CWA and the Respondent, which was continued in 1995 negotiations, is pertinent to the instant dispute. That letter provides as follows:

> LOCAL AGREEMENTS
>
> Local agreements, other than those that are specifically provided for in the [collective bargaining] Agreement, that violate the provisions of the Agreement will be null and void immediately upon the effective date of the Agreement. Other local agreements will continue to effect unless and until either party gives 45-days written notice of their termination. During the 45-day period, either party may initiate negotiations pursuant to Article 2 (Collective Bargaining), paragraph 2.10 of the 1992 Agreement. If no agreement is reached during the 45-day period, the local agreement will no longer be effective and binding upon either Company or the Union.

Although included in the bound collective-bargaining agreement ''for the parties' convenience,'' the above letter is not part of the collective- bargaining agreement. (See G.C. Exh. 2 at pp. 201 and 360.)

The Respondent offered into evidence a series of grievances Local 1110 filed in August 1991 on behalf of unit employees at the Huntington facility seeking 15 minutes paid time as reimbursement for having to cash paychecks on their own time on an occasion when the check-cashing service was not available during normal business hours. These grievances were resolved at third step on February 21, 1992, by the Respondent's agreement to provide the affected employees with 15 minutes paid time to use at their discretion. In a letter memorializing the resolution, the Respondent's rep-

[3] All dates are in 1995 unless otherwise indicated.

[4] Meisel was not called as a witness by the Respondent to contradict Feaster's testimony. Although Lynch did testify for the Respondent, she was not asked about any conversations with Feaster or other union representatives.

[5] The General Counsel offered the testimony of CWA Staff Representative Robert Richhart regarding discussions about phasing out the unit teller/cashier position which occurred in the context of meetings of the ''Workplace of the Future Planning Council,'' a labor-management committee. There is no evidence that these ''tellers/cashiers'' were involved in cashing employees' paychecks at the facilities involved here. None of these discussions, according to Richhart, specifically addressed the check-cashing services provided to the Respondent's employees at the facilities involved here and the Respondent offered no evidence to contradict Richhart. Thus, most of Richhart's testimony is irrelevant to the issues in this proceeding.

[6] The Respondent's counsel specifically disavowed any request to defer these allegations to arbitration under the Board's *Collyer* deferral policy. In any event, deferral would be inappropriate here because the issue in dispute is not subject to the binding arbitration provisions in the parties' collective-bargaining agreement. *Collyer Insulated Wire*, 192 NLRB 837 (1971).

resentative Lynch referred to section 192 of New York State Law and the 45-day notice provision quoted above for changing local policy.

The record establishes and I find that the Respondent had a longstanding practice of providing check-cashing services for its employees, including unit employees, that this practice was established in order to comply with a state law, and that the practice was discontinued after the law was repealed. The testimony of the General Counsel's witnesses that neither Local 1110 nor the CWA was given formal advance notice of this change is uncontradicted. The Respondent contends it had no obligation to notify and bargain with the Union before discontinuing check-cashing services because this practice was not established through collective bargaining, but rather by force of law. Under this theory, when the law was repealed, the Respondent was free to unilaterally discontinue the service it mandated.

Under the Act, before an employer may effect a material and substantial change in its employees' wages, hours, and other terms and conditions of employment, it must notify the employees' collective-bargaining representative and afford the representative an opportunity to bargain about the change. *NLRB v. Katz*, 369 U.S. 736 (1962); and *Daily News of Los Angeles*, 315 NLRB 1236, 1237–1238 (1994), enfd. 73 F.3d 406 (D.C. Cir. 1996). The notice given to the union must be more than a fait accompli and must be sufficient to afford a meaningful opportunity to bargain before the change is implemented. *Mercy Hospital of Buffalo*, 311 NLRB 869, 873 (1993); *Intersystems Design Corp.*, 278 NLRB 759 (1986); and *Ciba-Geigy Pharmaceuticals Division*, 264 NLRB 1013, 1017 (1982), enfd. 722 F.2d 1120 (3d Cir. 1983). Once the union is on notice regarding a proposed change, however, it must act with due diligence to request bargaining or be deemed to have waived its rights by inaction. *Kansas Education Assn.*, 275 NLRB 638 (1985); and *City Hospital of East Liverpool*, 234 NLRB 58 (1978).

The Respondent's practice of providing its employees with free check-cashing services, or time during working hours to cash their paychecks is a mandatory subject of bargaining because it relates to wages, hours, and terms and conditions of employment. The practice involved the manner in which employees received their pay, and the ability to cash their checks for free during working time provided an economic benefit to the employees arising out of their employment. *Sheraton Hotel Waterbury*, 312 NLRB 304, 307 (1993); and *Sands Motel*, 280 NLRB 132, 143 (1986) (Board adopted the administrative law judge's finding that check-cashing privileges were mandatory subject of bargaining). See also *Somerville Mills*, 308 NLRB 425 (1992), where the Board adopted the decision of the administrative law judge that the hour at which employees receive their paycheck constitutes a mandatory subject of bargaining.

I further find, contrary to the Respondent's argument on brief, that the change in the Respondent's practice was material, substantial, and significant. Cf. *Litton Systems*, 300 NLRB 324, 331–332 (1990). As a result of this change, employees would be required to cash their paychecks on their own time at their own expense. It should be noted that, previously, the Respondent had awarded employees 15 minutes of paid time when the check-cashing service was unavailable. This is a significant benefit which is no longer available. Although the Respondent in its brief cited alternatives such as direct deposit which might lessen the difficulties for employees who can no longer cash their checks at work, it offered no evidence at the hearing in support of this contention. In any event, such alternatives are precisely the issues which could have been discussed in negotiations had the Respondent provided advance notice to the Union regarding its intention to discontinue check-cashing practices.

The fact that the Respondent initially adopted these practices in response to State law is immaterial to the Respondent's duty to bargain under the National Labor Relations Act before discontinuing them. The statute itself did not mandate any particular practice or procedure to comply with the general requirement that employees paid by check be able to cash their check ''without difficulty.'' The labor department's guidelines were just that, examples of situations where noncompliance with the law would be found. By adopting those guidelines as its labor relations policy, the Respondent exercised discretion. Once established, these policies became terms and conditions of employment for the Respondent's employees. Repeal of the New York law meant that the Respondent was no longer required by the State to pay by cash, it did not mean that the Respondent could ignore its obligations under Federal law to bargain with its employees' representative about the effect of the change in state law on existing check-cashing practices. See *Jones Dairy Farm v. NLRB*, 909 F.2d 1021, 1027 (7th Cir. 1990); *Trojan Yacht*, 319 NLRB 741, 742–743 (1995); and *Postal Service*, 306 NLRB 640 (1992), enf. denied 8 F.3d 832 (D.C. Cir. 1993).

Having determined that the Respondent's discontinuance of its longstanding check-cashing practices was a subject over which the Respondent had an obligation to bargain, it must be decided whether the Union waived its right to bargain by inaction. Although not given formal notice of the discontinuation of these practices, the Union did have actual knowledge before the change took effect. Local 1110's president first learned of the change in September, a full month before the practice was finally discontinued, through reports from stewards and employees. These reports were subsequently confirmed in discussions with the Respondent's representatives Meisel and Lynch. There is no dispute that no formal demand to bargain was made. However, the union's vice president, Feaster, did question the Respondent's representative Lynch regarding the change and whether employees would be receiving additional time to cash their checks. This constitutes an implied request to bargain, at least with respect to the effects of the change. See *Legal Aid Bureau*, 319 NLRB 159 fn. 2 (1995).

Moreover, the Board has long held that, where an employer announces changes as a fait accompli, it would be a futile gesture for the union to request bargaining. *S & I Transportation*, 311 NLRB 1388 fn. 1 (1993); *Mercy Hospital of Buffalo*, supra; *Ciba-Geigy Pharmaceuticals Division*, supra; and *Insulating Fabricators*, 144 NLRB 1325, 1332 (1963). Here, the Respondent announced the discontinuance of check-cashing services directly to employees, indicating that this action was due to a change in state law. Implicit in this statement is the suggestion that the change is not negotiable. Lynch's immediate rejection of Feaster's suggestion that employees be given additional time off to cash their checks is further evidence that a formal request to bargain

would have been futile because the Respondent intended to implement the change regardless of the Union's protest.

The Act does not prescribe any specific manner or timing of advance notice of a change in a mandatory subject which would be deemed sufficient. Here, however, the parties have bargained and reached agreement on this issue. The 1992 local agreement specifically provides that a party wishing to terminate a local practice must provide 45 days' notice in writing to the other party. The Respondent argues that the Union was notified in 1992, when the earlier grievance was resolved at step three, that the Respondent was terminating this local practice. I can find nothing in the letter from Lynch memorializing the resolution of the grievance or in her testimony which supports this contention. On the contrary, the resolution of that grievance by the grant of 15 minutes' paid time establishes that the Respondent recognized that its check-cashing practices were a local agreement subject to the 45-day notice requirement. Significantly, the Respondent continued these practices more than 45 days after resolution of the grievance. In fact, the Respondent continued these practices for more than a year after repeal of the New York law which the Respondent contends mandated them. Thus, the Respondent's failure to follow the contractual procedure for changing this local practice is further evidence of the Respondent's refusal to bargain.

Based on the above, I find that the Respondent violated the Act in the manner alleged in the complaint.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. CWA and Local 1110 are labor organizations within the meaning of Section 2(5) of the Act.

3. At all material times, CWA has been the exclusive collective-bargaining representative of an appropriate unit of the Respondent's employees within the meaning of Section 9(a) of the Act and Local 1110 has been the contractually designated local bargaining representative of unit employees employed at the Respondent's facilities located at 32 Avenue of the Americas and 33 Thomas Street in New York, New York, and 1444 Jericho Turnpike in Huntington, New York.

4. By unilaterally discontinuing its practices of providing bargaining unit employees in New York City and Huntington, New York, with check-cashing services and an opportunity to cash their paychecks on working time, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

In order to remedy the unlawful unilateral change, the Respondent shall be ordered to restore the status quo ante by reinstating the discontinued check-cashing services and/or providing employees with the opportunity to cash their paychecks on working time and to provide the Union with notice and an opportunity to bargain before making changes in such terms and conditions of employment.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[7]

ORDER

The Respondent, AT&T Corp., New York, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Unilaterally discontinuing its practice of providing check-cashing services and the opportunity for employees to cash their paychecks during working time without first giving notice and an opportunity to bargain to the Communications Workers of America, Local 1110, AFL–CIO as collective-bargaining representative of the employees in the bargaining unit described in article 1, section 2, and articles 32–42 of the May 28, 1995 collective-bargaining agreement who are employed at the Respondent's 32 Avenue of the Americas and 33 Thomas Street, New York, New York, and 1444 Jericho Turnpike, Huntington, New York facilities.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Restore the check-cashing services and/or provide unit employees in the facilities involved herein with the opportunity to cash their paychecks during working time, as previously provided, and bargain collectively with the Union as exclusive collective-bargaining representative of the employees in the unit described above with respect to check-cashing procedures and other terms and conditions of employment.

(b) Within 14 days after service by the Region, post at its 32 Avenue of the Americas and 33 Thomas Street, New York, New York, and 1444 Jericho Turnpike, Huntington, New York facilities copies of the attached notice marked ''Appendix.''[8] Copies of the notice, on forms provided by the Regional Director for Region 2, after being signed by the the Respondent's authorized representative, shall be posted by the the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the the Respondent has gone out of business or closed any of the facilities involved in these proceedings, the the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the the Respondent at any time since February 15, 1996.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible

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[7] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[8] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

official on a form provided by the Region attesting to the steps that the the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT unilaterally discontinue our practice of providing check-cashing services and the opportunity for employees to cash their paychecks during working time without first giving notice and an opportunity to bargain to Communications Workers of America, Local 1110, AFL–CIO as the collective-bargaining representative of our unit employees employed at 32 Avenue of the Americas and 33 Thomas Street, New York, New York, and 1444 Jericho Turnpike, Huntington, New York.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL restore the check-cashing services and provide employees with the opportunity to cash their paychecks during working time, as previously provided, and bargain collectively with the Union with respect to these check-cashing procedures before making any changes to them.

AT&T CORP.